

**Department of Conservation
Division of Recycling
RFP 4000-500
Outreach Services**

The State of California, through its Department of Conservation, is requesting the submittal of proposals for the following purpose in accordance with each of the terms and conditions that are attached hereto and incorporated herein. This request has been formulated to seek the broadest response possible from eligible California communications marketing, public relations and advertising organizations. Three specific research documents are attached to this Request for Proposals (RFP) (Attachments 10, 11 and 12). Because beverage container recycling occupies a niche in the broader recycling industry, this research is being offered to assist those organizations that may not have previous experience in this area. A description of this research can be found on page 19 in the SCOPE OF WORK.

A. Purpose

The purpose of this RFP is to solicit proposals from vendors with the resources, experience and abilities to provide an array of communication services, including behavioral and social marketing, public relations, advertising, and high visibility synergistic partnerships for the Department's Division of Recycling. Outreach services shall include the ability to issue information, influence attitudes and, in the process, create awareness, interest, understanding and support for the State's beverage container recycling and litter reduction program.

B. Contract Term/Budgeted Funds

The initial contract term will commence November 1, 2000 and will continue until October 31, 2001. The Department will retain the option to extend the contract for up to two (2) additional one (1) year periods. Pursuant to Public Resources Code §14581(7)-(A) (a) of the California Beverage Container Recycling and Litter Reduction Act (Act), and to the annual appropriation of funds in the budget act by the Legislature, "up to 10 million dollars (\$10,000,000) shall be expended by the department between January 1, 2000 and January 1, 2002, for the purposes of undertaking a statewide public education and information campaign aimed at promoting increased recycling of beverage containers." However, there is no guarantee of expenditures of any specific dollar amount. Services will be performed on a project-by-project basis at the discretion of the Department.

C. Tentative Schedule

June 30, 2000	RFP Released
July 27, 2000	Mandatory Bidders Conference (To be held in Los Angeles)
August 23, 2000	Proposals Due (no later than 5:00 p.m. PST)
September 5-8, 2000	Oral presentations
October 1, 2000	Notice of Award
November 1, 2000	Contract Start Date

D. PROPOSAL SECTION	Page
I BACKGROUND INFORMATION	
A. Department of Conservation	3
B. Program Overview	3
C. History	3
II RULES AND CONDITIONS	
A. General Information	5
B. Conflict of Interest	6
C. Definitions	7
D. Mandatory Bidders Conference	7
E. Delivery of Proposals	8
F. Grounds for Rejection	8
G. Contract Award	9
H. Payment Procedures	9
I. Debriefings	9
J. Drug Free Workplace Act of 1990	9
K. Disabled Veteran-Owned Business Enterprise Subcontracting Goals	10
III MINIMUM REQUIREMENTS	
A. Delivery of Proposal Package	12
B. Proposal Format and Content	12
IV SCOPE OF WORK	
A. Description of Research	17
B. Workplan	18
V SELECTION PROCESS AND EVALUATION CRITERIA	
A. Process	19
B. Proposal Evaluation Criteria and Oral Presentation Criteria	19
VI Sample Contract Terms	21
VII Attachments	
1 Cover Sheet	33
2 Small Business Preference/State Contractor Identification Number	35
3 Non-collusion Statement	36
4 Nondiscrimination Compliance Statement	36
5 Travel Allowances and Reimbursements	37
6 Budget Form	38
7 Disabled Veteran Business Enterprise Participation Summary	39
8 Documentation of Good Faith Effort	42

I. BACKGROUND INFORMATION

A. Department of Conservation

The Department of Conservation (Department) serves as the State's earth resources steward. By providing a thorough understanding of California's seismology, soils, minerals, geothermal, petroleum and natural gas resources, agricultural and open space lands, as well as oversight of the State's beverage container recycling program, the Department's programs guide the use of these resources in a manner which ensures a safe and productive environment for California's present and future generations. The Department's Web site is located at www.consrv.ca.gov on the Internet.

B. Program Overview

The outreach services requested in this RFP are for the Department's Division of Recycling. The Division of Recycling is charged with carrying out the mandates of the California Beverage Container Recycling and Litter Reduction Act (Act), originally enacted as AB 2020 (Chapter 1290, Statutes of 1986). The Act establishes beverage container recycling and litter reduction programs for California. The overall goal of the Act is to reach and maintain high recycling rates for all aluminum, glass, plastic and bimetal California Redemption Value beverage containers. California's program is a comprehensive program affecting the distribution, collection and redemption of beverage containers.

As it administers the Act, the Department of Conservation's Division of Recycling is authorized to "encourage increased, and more convenient beverage container redemption opportunities for all consumers" (California Beverage Container Recycling and Litter Reduction Act §14501 [a])*.

Another "purpose of this division is to create and maintain a marketplace where it is profitable to establish sufficient recycling centers and locations to provide consumers with convenient recycling opportunities..." (§14530.1 [d]).

In order to alter consumer behavior and promote recycling, "the department may prepare, publish, and issue printed pamphlets, promotional materials, and bulletins which the director deems necessary for the dissemination of information to the public concerning the activities of the department pursuant to this division." (§14530.5 [c]).

C. History

The outreach strategy for beverage recycling and litter reduction has targeted both the general and youth markets to communicate the Department's overall program objective of maintaining high recycling rates and diverting various container types in the program from landfills. The strategy has been to encourage consumers to maintain their recycling efforts; to encourage previously uncommitted/less committed consumers to implement recycling programs or increase their recycling efforts; and to increase the collection of California Redemption Value beverage containers.

**All section references are to the California Public Resources Code, unless another Code is expressly identified.*

Advertising

During the FY 1998-2000 advertising campaigns, efforts were focused on encouraging recycling while away from home. A new recycling icon was developed to help consumers easily identify recycling venues. This summer, radio ads, NPR and metro traffic sponsorships and advertisements in airports and on buses are being utilized in Los Angeles, San Francisco, San Diego, Orange County and Sacramento. In more rural markets and urban areas that do not have curbside recycling, direct mail campaigns are being implemented in an effort to reach as many people as possible. Outreach program activities began in 1988-89 and expenditures for consumer awareness have fluctuated between \$1.2 million and \$5.8 million over the years. The recycling rate has fallen off from its highest level of 82% in 1992, while today, the recycling rate is closer to 76%.

Marketing

General Market

Between 1993-96, an environmental fair featuring recycling was coordinated by the Department and targeted to the youth and adult general markets in the Sacramento regional area annually. The Sacramento fair was not organized in the 1997-98 or 1998-99 fiscal years. In FY 1997-98, FY 1998-99 and FY 1999-00, \$1.5 million was spent each year on overall communications marketing activities. In conjunction with the marketing efforts, the Department issued \$2.3 million in non-profit grants to provide and improve recycling bins and systems in local communities to raise awareness of recycling infrastructure facilities at the grass roots level.

Youth Market

A non-profit grant to the Keep California Beautiful Program provides for the creative development of the children's recycling spokesdinosaur – Recycle Rex. Recycle Rex programs have been conducted at grass roots special events, county fairs and at elementary school assemblies since 1997. Recycle Rex is used at special events in local communities around the state to promote the infrastructure donation of bins.

Public Relations

In 1997-98, a thank you to Californians has been used to explain the success of their recycling efforts (100 billion containers recycled in ten years). In 1998-99, the campaign focused on "away-from-home" recycling, reminding on-the-go people to recycle the beverage containers rattling around in their cars rather than trash them. In 1999-00, the focus has been on educating Californians about the changes brought on with SB 332, which added two billion new containers to the program. A December 1999 media tour in the five major media markets kicked off the effort, and was supplemented by information provided to retailers and recyclers statewide. The summer media tours will feature rural and urban components with the Director of Conservation.

Collateral

A Recycle Rex 12-minute video, public service announcement and the RecyCool Club, which provides four newsletters and an introductory kit, have been used in recent years to promote the recycling message to children. The Department's Web site has a recycling page that features this information.

New Directions – The Next Step

With the advent of social marketing, this is an unprecedented, groundbreaking opportunity to form new public-private partnerships. This RFP seeks to break the mold of traditional government/contractor relationships. The idea is to promote social responsibility within the public relations, advertising, corporate sectors.

II. RULES AND CONDITIONS

A. General Information

The competitive bidding process being used for this procurement of services is known as the Request for Proposal ("RFP"), secondary method. Proposals will first be reviewed for compliance with SECTION III, MINIMUM REQUIREMENTS. Each respondent must establish in writing its ability to meet each of the stated requirements. Those proposals that meet these basic requirements will then be evaluated according to the criteria in SECTION V, SELECTION PROCESS AND EVALUATION CRITERIA, and the highest scoring proposal will be awarded the contract.

The Department reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm, or to modify or cancel all or part of this RFP if it is in the interests of the Department to do so.

Proposers should carefully review the requirements of this RFP package. This RFP package includes a complete explanation of the Division's needs that must be met, and instructions which prescribe the format of proposals as outlined in SECTION III, MINIMUM REQUIREMENTS.

1. Agency Qualifications

This procurement is open to all agencies or entities that, by the time of the proposal submission deadline, operate a full-service communications marketing, advertising, or public relations agency and have a fully functioning office in, and are licensed to do business in the State of California. The proposer must be able to show at least five (5) years experience in communications marketing, advertising, or public relations and in conducting programs of statewide and national scope. The proposer must provide evidence of financial stability and must document sufficient financial resources necessary to perform all services associated with the resulting contract. Since the method of payment in the resulting contract will be payment in arrears for work completed, proposers must have sufficient financial resources to perform services and withstand reimbursement processing for upwards of 90 days. A newly formed agency may bid if the agency can show that it was formed by merger, joint venture or partnership and that one of the agencies or entities forming the bidding agency was a prior full-service communications marketing/public relations agency with at least five (5) years experience in conducting programs of this scope.

2. Duration

The contract between the Department and the successful proposer will commence November 1, 2000 and will continue until October 31, 2001.

3. Renewal Option

The Department retains the option to extend the contract for up to two (2) additional one-year periods for an amount determined by the Department, pursuant to the availability of funds in the annual Budget Act. Proposed extensions will be assessed annually by the Department, according to program direction, funding, contractor effectiveness, quality of product, consistency of price and scope of work continuity.

4. *Errors*

If a competitor discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, he/she shall immediately notify the State of such error in writing and request modification or clarification of the document. Modifications will be made by addenda issued pursuant to Paragraph 5. Addenda, below. Clarifications will be given by written notice to all parties who have obtained an RFP, without divulging the source of the request for the same. Insofar as practical, the State shall not be responsible for failure to do so.

5. *Addenda*

The State may modify the RFP prior to the date fixed for submission of final proposals by issuance of an addendum to all parties who received the RFP. Addenda will be numbered consecutively as a suffix to the RFP number.

6. *Proposer's Costs*

Costs for developing proposals are entirely the responsibility of the proposer and shall not be reimbursed by the State of California.

7. *Deadlines*

Proposals must be delivered by Wednesday, August 23, 2000, no later than 5:00 p.m., regardless of postmark, to the Department of Conservation, Division of Recycling. (*Subsection F Delivery of Proposals*).

B. Conflict of Interest

1. *Current State Employees (Public Contract Code Section 10410)*

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

2. *Former State Employees (Public Contract Code Section 10411)*

- a. For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency.
- b. For the 12 month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

3. *Contractor's or Subcontractor's Clients*

The potential contractor including all proposed subcontractors, must state whether it has current clients that are subject to any discretionary action by the Department and or/ who may have financial interest in the policies and programs of the Department. If any of these types of clients are identified, it will disqualify the proposal from consideration.

Proposer must provide a listing of any clients or personal affiliation which may have any financial, administrative, or political interests directly or indirectly affected by this Act or the Department.

C. Definitions

1. Terms

- a. The Department has established certain requirements with respect to bids to be submitted by prospective contractors. The use of “**shall**,” “**must**” or “**will**” (except to indicate future tense) in the RFP indicates a mandatory requirement or condition; however, a deviation, if not material, may be granted by the Department.
- b. The words “**should**” or “**may**” in the RFP indicate desirable attributes or conditions, but are non-mandatory in nature. Deviation from, or omission of, such a desirable feature, even if material, will not in itself cause rejection of the proposal.
- c. The use of the words “**Department**” and “**DOC**” refers to the Department of Conservation unless indicated otherwise.
- d. The use of the words “**Division**” and “**DOR**” refers to the Division of Recycling unless indicated otherwise.
- e. The use of the words “**proposer**” and “**bidder**” refers to contractors responding to this RFP.
- f. “**Subcontractors.**” Any party that the proposer wishes the Department to include in its evaluation of the proposer’s qualifications and capability must be labeled as a “**partner**” or “**major subcontractor**” (terms of similar nature are acceptable).
 - 1) Major subcontractors are defined as businesses that are owned at least 51% by interests other than the proposer, and that will carry out major, critical portions of the budget. These may be firms providing services or supplies. Major subcontractors operate under the direction of the proposer.
 - 2) Minor subcontractors are defined as businesses executing less critical, less sensitive portions of SECTION IV, SCOPE OF WORK.

2. Nonmaterial Deviations

Failure to furnish all required information or to follow the format specified in this RFP may disqualify a proposal. The Department may grant any nonmaterial deviation in a proposal. The Department’s grant of a nonmaterial deviation shall in no way modify the RFP requirements nor excuse the proposing agency from full compliance with the contract requirements if the proposing agency is awarded the contract.

D. Mandatory Bidders Conference

A mandatory bidders’ conference will be held on Thursday, July 27, 2000. The conference will be held in Los Angeles at a time and place to be determined.

Attendance at the bidders’ conference is mandatory.

The purpose of the bidders conference is to clarify the contents of this RFP and to provide prospective proposers with an opportunity to ask questions of the Department on the specifics of the RFP. It is not intended to provide technical assistance to proposers on how to prepare their proposal packages, nor is it intended to add information to this RFP. The purpose of the conference is to permit agencies an opportunity to ask questions to the Department of the specifics of the RFP and the contract terms and conditions. Remarks and explanations made at the conference do not change the provisions of the RFP.

The Department of Conservation will provide a transcript of the issues raised and questions answered at the bidders’ conference to all agencies who participated.

After July 27, 2000, no questions regarding this RFP will be answered, orally or in writing.

E. Delivery of Proposals

Deliver proposal to the office at the address listed below, by Wednesday, August 23, 2000, no later than 5:00 p.m. Proposals cannot, by State law, be accepted after this date and time. The proposal and requested attachments, such as creative samples, must be submitted in hard copy *and* CD-ROM formats. The Budget Form (Attachment 6) must be included in each proposal. The proposals must be submitted under sealed cover and labeled as follows:

**OUTREACH SERVICES
DO NOT OPEN UNTIL
Wednesday / August 23, 2000 / 5:00 p.m.
RFP 4000-500
Public Affairs Office
Department of Conservation
801 K Street, MS 24-07
Sacramento, CA 95814**

Proposals received after this time and date and will be returned, unopened (Subsection F Grounds for Rejection 1). Proposals received within the prescribed deadline become the property of the Department and will not be returned. To the extent permissible under state and federal law, all rights to the contents therein become those of the Department.

F. Grounds For Rejection

A proposal shall be rejected if:

1. It is received at any time after the exact time and date set for receipt of proposals. (*Public Contract Code, Section 10377 [a]*).
2. The cover sheet is unsigned (Attachment 1).
3. It is not prepared as required in SECTION III, MINIMUM REQUIREMENTS.
4. Completed Budget Form is not enclosed and/or exceeds the contract amount indicated (Attachment 6). Only one set of budget figures may be submitted for each proposer (*and included in each of the six [6] proposal sets*);
5. It does not contain a properly executed Nondiscrimination Compliance Statement (*Attachment 4*). By signing the Nondiscrimination Compliance Statement under penalty of perjury, the bidder certifies compliance with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations (CCR), Section 8103.
6. The proposer has been decertified from contracting with the Department by the Department of Fair Employment and Housing.
7. The proposer has received a substantive negative contract evaluation from the State of California.
8. It contains false or misleading statements or references which do not support an attribute or condition contended by the proposer. If, in the opinion of the Department, such information was intended to mislead the Department in its evaluation of the proposal, the proposal shall be rejected.
9. It is confidential (excluding proposer's financial statements), or conditional, incomplete or if it contains any irregularities. The Department reserves the right to waive any immaterial deviation in a proposal; however, the waiver of an immaterial defect in a proposal shall in no way modify the document or excuse the proposer from full compliance with the proposal requirements after the proposer is awarded the contract.
10. It does not contain a properly executed Drug-Free Workplace Certification (Attachment 9).

11. The proposer has had a contract with the State of California canceled due to failure to comply with the Drug-Free Workplace Act of 1990.
12. The finalist has not completed the DVBE subcontracting goals outlined in Subsection L, Disabled Veteran Business Enterprise Goals and Attachment 7.

G. Contract Award

1. Award of the contract, if it is awarded, shall be to the highest scored proposal meeting SECTION III, MINIMUM REQUIREMENTS based on the evaluation criteria as outlined in SECTION V, SELECTION PROCESS AND EVALUATION CRITERIA. *The Department reserves the right to not award a contract.*
2. Upon selection of a proposed contractor, a notice of proposed award will be posted for five (5) working days at the Department of Conservation, 801 K Street, 24th Floor. Each proposer will be mailed and e-mailed a copy of the notice of the proposed award. Proposals, cost data and evaluation forms will be regarded as public records after the contract is awarded under the California Public Records Act (Government Code Section 6250 et seq.).
3. If a proposer chooses to protest the Intent to Award:
 - a. A protest must be filed with the Department within five (5) working days of the date the Notice of Intent to Award was posted; and
 - b. Within five (5) working days of filing the protest with the Department, the protesting bidder shall file with the Department of Conservation and the Department of General Services (DGS) a full and complete written statement specifying the grounds for the protest (*Public Contract Code 10343 and 10376*).
4. If no protest is filed with the Department within five (5) working days of the date of the Notice of Intent to Award, the contract shall be awarded to the proposed contractor.
5. After the award is made, the resulting Contract will be executed on State Standard Form 2. These terms are fixed and non-negotiable.
6. The contract is subject to the approval of the director of the Department of Conservation. The contract is not effective until all state agency approvals have been received.

H. Payment Procedures

The Department will make monthly payments in arrears based on invoices prepared by the contractor. In reviewing the amount of any payment, the Department shall determine what the contractor has earned during the period for which payment is being made, based on deliverables received and/or satisfactory services rendered. The Department shall retain out of such earnings an amount at least equal to ten (10) percent of each invoice, which will be paid after satisfactory completion of the entire contract, (i.e., the final report has been submitted to and accepted by the Department). Payments for media buys, and for production expenses and purchases (e.g. premiums, etc.) are exempt from the retention rule. Any other exceptions can be made only with the written approval of the Department. (Note: There will be no payments made in advance of services.)

I. Debriefings

Written debriefings of the evaluation results will not be given to unsuccessful bidders.

J. Drug Free Workplace Act of 1990

1. *In submitting a bid to the Department, the proposer offers and agrees that if the bid is accepted, it will certify under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace by:*

- a. Publishing a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code, Section 8355 (a).
 - b. Establishing a Drug-Free Awareness Program as required by Government Code, Section 8355 (b), to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs;
 - 4) penalties that may be imposed upon employees for drug abuse violations;
 - c. Provide, as required by Government Code, Section 8355 (c), that every employee who performs work under the agreement will:
 - 1) receive a copy of the contractor's drug-free policy statement; and,
 - 2) agree to abide by the terms of the contractor's statement as a condition of employment under this agreement.
2. *Failure to comply with these requirements may result in suspension of payments under this agreement or cancellation of the agreement or both and the contractor may be ineligible for award of any future state contracts if the State determines that the contractor;*
- a. Has made a false certification; or,
 - b. Violates the certification by failing to carry out the requirements as noted above.

K. Disabled Veterans Business Enterprise Subcontracting Goals

California Government Code Section 10115 et seq. requires that a responsive proposal either meet statewide participation goals or demonstrate a good faith effort was made to meet them. The participation goal is a minimum of 3% for DVBE's of the total contract dollar amount. If the proposer does not meet these goals, the Department shall evaluate whether a good faith effort was made by the proposer to fulfill them. Pursuant to Government Code Section 10115.2, a proposer will be deemed to have made a good faith effort by providing documentary evidence that all of the following actions were taken.

1. Contact was made with the awarding agency to identify DVBEs. The contact purpose is to identify potential DVBE subcontractors and/or suppliers, not merely to request the bid package.
2. Contact was made with other state and federal agencies, and with local DVBE subcontractors and/or suppliers. The contact purpose is to identify potential DVBE subcontractors and/or suppliers.
3. Advertisements were published in trade papers and papers focusing on DVBEs, unless time limits imposed by the awarding agency did not permit that advertising. (OSMB publishes a "Resource Packet" of trade and focus publications to assist proposers in meeting their requirements.) This is the only good-faith-effort step with Department discretion.
4. Invitations to bid were submitted to potential DVBE contractors. Invitations must be specific so that a bid reply may be made. Invitations must also be equal. In addition, information must be carefully documented and DVBE contacts should be distinguishable.
5. Available DVBEs were considered. The proposer must apply the same information and evaluation criteria in considering all responding subcontractors for specified service. Subcontractors that are selected should be identified according to solicitation package requirements. Each selected subcontractor must contribute to the fulfillment of the contract by performing a commercially useful function. If the proposer decides not to select a potential subcontractor, the business reasons for non-selection must be documented and submitted to the Department.

After examination of documentary evidence, the Department, at its sole discretion, shall determine whether a proposer has demonstrated a good faith effort. If a proposer fails to meet the good faith requirement, the proposal shall be deemed non-responsive and ineligible for an award of contract.

Contractor agrees that the awarding agency or its delegate will have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor agrees to provide the awarding department or its delegate with any relevant information requested and shall permit the awarding agency or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with PCC 10115 et seq., GC 8546.7 and 2 CCR 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

III. MINIMUM REQUIREMENTS

These instructions prescribe the proposal format to be used and mandatory content included for the presentation of the technical proposal data.

PROPOSALS SHOULD BE PREPARED AND SUBMITTED IN THE FOLLOWING FORMAT TO ENSURE ACCURATE EVALUATION.

FAILURE TO DEMONSTRATE OR EVIDENCE FULFILLMENT OF ALL MINIMUM REQUIREMENTS MAY RESULT IN DISQUALIFICATION (Section 11, Rules and Conditions, Subsection F Grounds for Rejection 3.)

FOR DEPARTMENT USE ONLY

The following list will also serve as the checklist to verify the inclusion of minimum requirements. If any single item receives a negative response, the proposal may be eliminated from further review and considered nonresponsive.

Bid/Proposal: _____

Reviewer: _____

Date: _____

<u>Meets Requirements</u>	
<u>YES</u>	<u>NO</u>

A. Delivery of Proposal Package

Mail or deliver six (6) copies of the proposal to:

Attn: Outreach Services, Public Affairs Office
Department of Conservation
MS 24-07
801 K Street
Sacramento, CA 95814

no later than Wednesday, August 23, 2000, 5:00 p.m., regardless of postmark.

PROPOSALS RECEIVED AFTER THIS TIME AND DATE CANNOT, BY STATE LAW, BE ACCEPTED AND WILL BE RETURNED UNOPENED.

B. Proposal Format and Content

Submit six (6) copies of your proposal in hard copy and CD-ROM format. Respond and comply with each item herein, giving specific details of techniques to be used in meeting these requirements.

Please use the following format/organization:

1. Cover Sheet/Introduction (Attachment 1)

- 2. Table of Contents**, with information organized as presented here, and this format followed (SECTION III. MINIMUM REQUIREMENTS, subsection B) and with corresponding page references.

3. Description of Organization

- a. Provide description of the nature of the organization's services and activities. Note when the business was established, brief history, and location.
- b. Proposer must demonstrate that there is no conflict of interest between existing client relationships and the ability to fully and vigorously represent the Division. Client relationships which could potentially be a conflict of interest, must be listed.

4. Personnel/Management

- a. **Contract Manager.** Identify one (1) individual on the proposer's account team who will manage the contract work and has more than five (5) years experience in the field of communications, public relations, social or behavioral marketing, advertising, public information or closely related disciplines. This person must be available to the Department on a sufficiently large percentage of his/her time for managing the State's account.
- b. **Identify one (1) individual** on the proposer's account team who has a minimum of five (5) years of experience in the field of social marketing services.
- c. **Identify one (1) individual** on the proposer's account team who has a minimum of five (5) years of experience in advertising.
- d. **Identify one (1) individual** on the proposer's account team who has a minimum of five (5) years of experience in public relations.
- e. **Account Team/Resumes.** The proposer must specify the account team and key personnel who will manage/conduct the work. Key personnel are defined as those people who will exercise a major management and/or administrative role on behalf of the proposer. Current resumes/biographies including hourly rates must be attached for each person. Provide education, experience and expertise with pertinent information demonstrating qualifications for this Request for Proposal. Do not exceed two (2) pages per person.

- f. **References.** The proposer must supply the Division with a minimum of three (3) separate client references with needs of a similar degree of complexity and billables and pro bono work from the last five (5) years, including name, address, phone and FAX numbers for each. No more than one (1) page per client reference.
 - g. **Organization Chart.** Proposer must submit an organization chart, showing the hierarchy of key personnel to be working on project(s). Chart must show the relationship between project manager and key personnel of the proposer's organization and all other parties (subcontractors) to the proposal.
5. **Subcontractors.** Identify all proposed subcontractor(s) for work that exceeds \$5,000. Document which portions of service will be performed by subcontractors and their ability to perform the work. Include resumes of subcontractor(s) key personnel. Do not exceed two (2) pages per person.
- The use of subcontractor(s) is subject to approval by the ~~Assistant Director of the Division of Recycling and the~~ Director of the Public Affairs Office. Therefore, not all work recommended by the proposer will necessarily be approved and not all subcontractors listed in the proposal will necessarily be utilized. **The proposer must make it clear to any subcontractors included in the proposal that even if the proposer is selected, the subcontractors may not necessarily be selected.**
6. **Scope of Work.** The proposal must address all the items described in SECTION IV, SCOPE OF WORK in adequate detail.
7. **Budget Form.** A completed Budget Form (Attachment 6), must be included. All costs associated with this proposal's SECTION IV, SCOPE OF WORK must be included under the format provided; the bid format cannot be altered. Hourly rates and fees for professional skills must be broken out; out-of-pocket expenditures or reimbursable costs must be shown for each task. Account administrative costs should be estimated.
8. **Creative Samples.** Proposers must submit (1) copy of the following creative examples. All examples must be of work from the proposer or its intended subcontractor that will service the Department's account or by the personnel to be assigned to this account. Samples must have been produced within the last two years.

a. **Advertising:**

- 1) Two (2) TV ads on a single 1/2" VHS reel.
- 2) Three (3) radio ads on a single cassette or as a sound recording on the video tape reel required in A.1. above.
- 3) Three (3) print ads, e.g., newspaper, magazine, posters or other print collateral (5"x7" or 8"x10" photographs are acceptable.)
- 4) Three (3) outdoor ads (5"x7" or 8"x10" photographs are acceptable.)
- 5) Three (2) (3) additional items that illustrate the proposer's unique creative strengths.
- 6) Three (3) banner or Web content ad placements.

b. **Public Relations:**

- 1) *Social or Public Policy or Issue Campaign Experience.* The proposer shall cite experience in social or public policy or issue campaign experience and provide two (2) descriptions of experience detailing type of campaign, research, and work involved, and, if applicable, the involvement and coordination with community or constituency groups. Each description shall not exceed one page in length. **1a)** A narrative description of a social marketing campaign with strategy, assumptions and results.
- 2) *Media Relations Experience.* The proposer shall cite experience and provide two (2) descriptions of media relations activities such as work in securing new and editorial coverage, placing feature articles, arranging editorial board meetings, and developing publicity events. Also include any measurements of success. Each description shall not exceed one page in length.
- 3) *Writing Ability.* The proposer shall provide two (2) samples of press and public relations materials. These may include press releases, brochures, opinion editorials, direct mail, research, or any other press or public relations materials.
- 4) *Special Event Development Experience.* Describe two (2) special events planned and executed. Each description shall not exceed one page in length.
- 5) *Preparation of Media Tools.* The proposer shall provide two (2) samples of media tools. These may include video news releases (VNRs), radio news releases (RNRs), speakers bureau materials, and/or press kits.

For each of the above, list the objective, the target market, the creative strategy, and the creative team indicating the persons who worked on the projects, and who are to be assigned to this account, and any impact evaluation measurements that may demonstrate the effectiveness of the material.

9. **Attachments.** Attachments are located in SECTION VII, ATTACHMENTS.
- a. **Financial Statements.** Proposer must provide evidence of financial stability.
 The proposer must document sufficient financial resources necessary to perform all services associated with this contract. Financial statements are required in the form of a balance sheet and/or income statement for the last year these are available. Financial statements are confidential, and must be labeled “*confidential*” and submitted in a separate envelope.
 - b. **Business License or Receipt for Business Tax.** Copy of current California business license or receipt for business tax in accordance with the city or county licensing specifications from the city or county in which the business is located.
 - c. **Small Business Preference Form** (Attachment 2). Must be completed even if not claiming the preference. Businesses outside of California may **not** claim this preference. A completed form may be checked “no.”
 - d. **Noncollusion Statement** (Attachment 3). Form must be signed by an authorized representative.
 - e. **Nondiscrimination Compliance Statement** (Attachment 4). Form must be signed by an authorized representative.
 - f. **Disabled Veteran Business Enterprise Participation** (Attachment 7). This form must be completed whether the contract goals are achieved or a “Good Faith Effort” (State Administrative Manual Section 126) is made and documented.
 - g. **Drug-Free Workplace Certification** (Attachment 9). Form must be signed by an authorized representative.

IV. SCOPE OF WORK

This SECTION IV SCOPE OF WORK describes the nature of a hypothetical workplan that must be completed on behalf of the Department. For the purpose of this workplan, the maximum amount available is \$10,000,000. For all services listed in this SECTION IV SCOPE OF WORK the proposer must show the cost on the Budget Form (Attachment 6).

The Department is looking for a full-service communications and social marketing agency that can provide advertising, public affairs, media relations, research and collateral development to achieve a statewide beverage container recycling rate of 80%.

To prove capability to provide an array of services in order to alter consumer behavior, including social marketing, advertising and public relations for the Department, the proposer must describe proposed methods, strategies and approaches for completing the hypothetical workplan. Sufficient detail must be given, which may include examples of past projects indicating creativity, competency, ability to meet deadlines, managerial experience, past performance and training.

Within each task, hourly rates for professional services, materials and supplies (including telephone and postage), and the costs of specific services performed by subcontractors, must be shown on the Budget Form (Attachment 6). The rates in the proposal become a part of the final contract and may not be changed. ~~No agency/commission fees will be paid.~~

A. Research

Four ~~(3)~~ (4) specific elements of research have been provided for use in completing the hypothetical workplan:

1. Consumer Awareness Study, Lieberman Research Worldwide (April, 2000)
This research was designed to track advertising awareness among California consumers for beverage container recycling messages, specifically examining the attitudes most related to positive intentions to recycle and the impact of CRV (California Redemption Value) on recycling habits. Because this report focuses on consumer awareness and perceptions, it can and does vary from Department of Conservation statistical reports derived from returned CRV (California Redemption Value) only materials.
2. California's Beverage Container Recycling & Litter Reduction Program Fact Sheet (April, 1999)
This Department of Conservation fact sheet is a quarterly statistical report of the CRV materials in the program (aluminum, glass, plastic, bimetal) that have been sold and returned in California. Department of Conservation employees in the Division of Recycling perform the monitoring for this report. This report indicated the total CRV quantity and the individual types of materials that are returned through curbside systems, supermarket and recycling centers.
3. California Beverage Container Recycling and Litter Reduction Act (Revised 1999)
This publication has been prepared by the Department Conservation. It contains statutes and implementing programs administered by the Division of Recycling. Definitions pertaining to beverage container recycling are included in this publication.
4. Sample Advertising from Summer 2000 outreach campaign.

B. Hypothetical Workplan

Similar projects may be requested by the Department under the contract. However, this is not to imply these projects will be implemented as actual projects assigned under the contract; they are merely hypothetical for the purpose of this exercise.

Purpose: To make beverage container recycling a desirable and positive social behavior. This can be measured by the beverage container recycling rate in California.

With research provided, (Attachments 10, 11 and 12), but not limited to these documents, provide a hypothetical workplan utilizing the following outreach components to raise the beverage container recycling rate in California.

1. **Cooperative Management and Development.** The proposer, or its intended subcontractor, is required to present and show the ability to develop and manage co-op marketing programs that meet the Department's recycling objectives. ***Knowledge and experience in developing cooperative programs that leverage the State's limited financial resources with partnerships and alliances is crucial for a successful bid.***
2. **Advertising.** The proposer, or its intended subcontractor, is required to demonstrate ability to develop print and broadcast advertising and select, negotiate discounted rates, secure and place paid and in-kind advertising in print and broadcast media as well as other advertising vehicles such as direct mail.
3. **Public Relations.** The proposer, or its intended subcontractor, is required to present and show the ability to implement media relations and public affairs programs.
4. **Research.** The proposer, or its intended subcontractor, is required to present and show ability to evaluate advertising, co-op marketing projects, and market segmentation research.
5. **Collateral.** The proposer, or its intended subcontractor, is required to present and show the ability to develop collateral materials that include but are not limited to brochures, videos, audios, print pieces, Web banner ads and newsletters to support the Division's recycling program.
6. **Miscellaneous.** Travel, communication and postage/shipping and other costs that the proposer expects to incur during fulfillment of contract. The budget must include all materials necessary to complete designated assignments (travel costs, communications, postage/shipping, misc.). Proposer shall provide to the Department a quarterly narrative and statistical report on its activities and accomplishments as well as a monthly progress report. Proposer shall estimate travel expenses. Travel and per diem expenses must not exceed rates authorized to regular state employees. Travel outside of the locations required in this SECTION IV SCOPE OF WORK requires advance written approval by the Division. This cost information is to be submitted as part of your budget (Attachment 6).
7. **General and Administrative.** The Department requires that general and administrative (overhead) expenses be contained within the fixed hourly rates. The Department will not accept General and Administrative as a separate line item. The rates in the proposal become a part of the final contract and may not be changed. ~~No agency/commission fees will be paid.~~
8. **Subcontractor fees.** Each subcontractor shall be identified in the proposal and the proposed work to be performed by them shall be described. The cost of the subcontractors shall be indicated. No markup of subcontractors' services will be allowed.

PART V - EVALUATION AND SELECTION PLAN

Each proposal shall be evaluated to determine responsiveness to the State's needs as described in this RFP. The selection process complies with the requirements in the State Public Contract Code Section 10377. During the evaluation and selection process, the State may wish to interview a proposer to provide further clarification of its proposal.

Phases of Evaluation and Selection

1. After the period has closed for receipt of proposals, each proposal is opened and examined to determine compliance with the format and minimum administrative requirements. If a proposal does not meet these requirements, it shall be rejected from further competition.
2. The Department will review each Contractor Status Form to determine if any proposer claims small business preference. All claims will be verified with the Office of Small Business Certification and Resources. Small businesses are given a five (5) percent preference, if applicable.
3. Proposals that meet the requirements are submitted to the Evaluation and Selection Committee, which will evaluate each proposal. The Evaluation and Selection Committee will be comprised of a team appointed by the Department of Conservation.
4. Proposers may be scheduled for an oral presentation to the Evaluation and Selection Committee. The committee may also choose to conduct on-site inspections of the offices and facilities of proposers and their proposed subcontractors.
5. All competitors are notified by mail of the results. Notice of the proposed award will be posted for five (5) working days at the Department's office, located at 801 K Street, 24th Floor, Sacramento, California.

A. PROPOSAL EVALUATION CRITERIA

Proposals will be reviewed, evaluated and scored by an authorized evaluation committee. Evaluation of proposals will be based on the criteria shown as follows for each component; each criterion will be scored according to the degree of responsiveness present in the proposal being evaluated. A component score will not exceed the possible points shown for that component. The proposal score, before adjustment for the small-business preference which may apply, will be the sum of the points allowed as assigned to each component.

FOR AGENCY USE ONLY

Bid/Proposal: _____
Evaluated By: _____
Date: _____

All proposals passing SECTION III, MINIMUM REQUIREMENTS will be evaluated and scored for their degree of responsiveness for each of the following components.

	<i>Max. Points/Score</i>	
1. EXPERIENCE/DEMONSTRATED RESULTS OF FIRM	50	_____
Quality of experience in previous related accounts and ability to implement co-op marketing, advertising, media relations and public affairs programs.		
2. SCOPE OF WORK	40	_____
Quality, creativity, and perceived effectiveness of hypothetical programs in SECTION IV, SCOPE OF WORK and likelihood of achieving campaign objectives. Effectiveness and suitability of approach.		
3. WORKLOAD AND RESOURCE COORDINATION	20	_____
Reasonableness of hypothetical workplan. Scheduling of project and workload distribution.		
4. QUALIFICATIONS OF PERSONNEL AND PROPOSED SUBCONTRACTORS	55	_____
Knowledge, contacts and prior experience and how it relates to this project.		
5. COST EFFECTIVENESS	35	_____
Value of overall project. The budget is reasonable and appropriate.		
<i>SUBTOTAL POINTS</i>	200	_____
6. PREFERENCE POINTS for small business	4	_____

(If oral presentations are not utilized, the maximum number of points is 204.)

FOR AGENCY USE ONLY

Bid/Proposal: _____

Evaluated By: _____

Date: _____

ORAL PRESENTATIONS

The evaluation committee may, if it deems necessary, select certain proposers for oral presentations (*and their proposed subcontractors if requested*). To qualify for oral presentations, proposers must meet all SECTION III, MINIMUM REQUIREMENTS and score a minimum of 160 points from items 1 through 6 of the PROPOSAL EVALUATION CRITERIA. This oral presentation will allow finalists to demonstrate their understanding of the project objectives and to articulate their capability to meet or exceed the requirements of this RFP.

The evaluation committee reserves the option of conducting the presentation at the finalist's or the proposed subcontractor's site, or other designated site. If oral presentations are not utilized, the maximum number of points is 204. If oral presentations are needed, the maximum number of points possible is ~~324~~ 264.

If the finalist cannot meet on the designated oral presentation date, the evaluation committee reserves the right to disqualify the finalist as nonresponsive.

The following criteria will be used for scoring the oral presentation.

	<i>Max. Points/Score</i>
7. Quality and completeness of answers to questions regarding the proposed work plan. Professionalism of personnel assigned to the account.	20 _____
8. Proposer's ability to integrate its ideas into the Division's overall business objectives.	10 _____
10. Ability to provide effective creative flexibility with changing budget structures	10 _____
11. Evidence of quality of proposed strategies and creative samples from previous work.	20 _____
<i>SUBTOTAL POINTS</i>	60 _____
<u>TOTAL POINTS</u>	<u>264</u> _____

In the event of a tie, the proposal with the highest points combined with cost effectiveness will be selected. A tie is defined as one point (1.0) or fewer.

PART VI- SAMPLE CONTRACT TERMS

The following are sample contract terms and may be included in the final contract.

STATE OF CALIFORNIA

STANDARD AGREEMENT--APPROVED BY THE ATTORNEY GENERAL

STD. 2 (REV. 4-90)

CONTRACT NUMBER 4000-500	AM. NO.
CONTRACTOR'S FEDERAL I.D. NUMBER	

THIS AGREEMENT, made and entered into this day of 19 ,

in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

TITLE OF OFFICER ACTING FOR STATE

Director

AGENCY

Department of Conservation

, hereafter called the State, and

CONTRACTOR'S NAME

, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*

1. The purpose of this agreement is to provide a full and complete range of communication services including communications marketing, advertising and public relations to the Department of Conservation's Division of Recycling, for purposes of promoting recycling and motivating California residents to recycle, as described in Part I, Guidelines, of the attached document.
2. The term of this agreement shall be from November 1, 2000 or the date of signature by the Director or authorized representative, whichever is later, through October 31, 2001 or one year after signing of the Contract. The State will have the option of extending the term of this Contract for two (2) additional, one year optional renewal periods. The amount of the renewal options shall be based on the availability of funds in the annual Budget Act.
3. The amount of this Contract is ten million dollars (\$10,000,000). This Contract is of no force or effect until signed by the Director of the Department of Conservation or his authorized representative.
4. All exhibits/attachments are hereto incorporated and become part of this Contract.

CONTINUED ON SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR				
AGENCY Resources Department of Conservation		CONTRACTOR <i>(if other than an individual, state whether a corporation, partnership, etc.)</i>				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING Darryl Young		PRINTED NAME AND TITLE OF PERSON SIGNING				
TITLE Director		ADDRESS				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$	PROGRAM/CATEGORY (CODE AND TITLE)	FUND TITLE		DEPARTMENT OF GENERAL SERVICES USE ONLY Subject to Budgetary Approval		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$	(OPTIONAL USE)					
TOTAL AMOUNT ENCUMBERED TO DATE \$	ITEM	CHAPTER	STATUTE			FISCAL YEAR
	OBJECT OF EXPENDITURE (CODE AND TITLE)					
	T.B.A. NO.		B.R. NO.			
I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT BUDGETED FUNDS ARE AVAILABLE FOR THE PERIOD AND PURPOSE OF THE EXPENDITURE STATED ABOVE.		DATE				
SIGNATURE OF ACCOUNTING OFFICER						

☐ CONTRACTOR
STATE OF CALIFORNIA

☐ STATE AGENCY

☐ DEPT. OF GEN. SER.

☐ CONTROLLER

☐

90 56667

STANDARD AGREEMENT

STD. 2 (REV. 4-90)

- a. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Contract.
 - b. The Contractor, and the agents and employees of Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
 - c. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
 - d. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.
 - e. Time is of the essence in this agreement.
 - f. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
 - g. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
5. Controlling Order: The work to be performed shall be conducted in accordance with the terms and conditions of this contract. The Department's Request for Proposal Number 4000-500 (hereinafter referred to as RFP) and the contractor's proposal are hereby incorporated herein by reference. In the event of conflict or inconsistency between the terms of this contract, the RFP and the contractor's proposal; this contract, the RFP and the contractor's proposal shall be controlling in that respective order.
6. Definitions: Unless the context otherwise requires, the terms defined below shall govern the construction of this Contract:
- a. "Contract" means the Department's Outreach Services Contract.
 - b. "Contract manager" means the staff person assigned to administer this contract on behalf of the Department.
 - c. "Contractor" means the prime contractor designated in this contract.
 - d. "Department" or "DOC" means the California Department of Conservation.
 - e. "Director" means the Director of the California Department of Conservation.
 - f. "Project manager" means the person assigned by the contractor to direct the work under this contract for the contractor.
 - g. "RFP" means the Division's Request for Proposal.

- h. "State" means the State of California, including but not limited to, the California Department of Conservation and/or its designated officer.
- i. "Subcontractor" means a person or entity that contracts with the contractor to perform work under this contract.
- j. "Division" means the Department of Conservation's Division of Recycling.
- k. "Division Assistant Director" or "Assistant Director" means the Assistant Director of the Division of Recycling.

7. Communications: All official communication from the contractor to the Department shall be directed to:

Carol Dahmen, Communications Director
Department of Conservation
MS 24-07
801 K Street
Sacramento, CA 95814
(916) 323-1886

8. Evaluation: The contractor's performance under this contract will be evaluated and submitted to the Director within 30 days after the termination of this Contract.
9. Modifications/Changes: By written change order, the contract manager, as directed by ~~the Assistant Director of the Division of Recycling~~ and the Director of Public Affairs, may at any time during the effective period of the contract, order changes within the contract without invalidating this contract, so long as such changes do not increase the amount due under the contract, extend the term of the contract or result in substantial change to the work statement. The latter changes shall require a formal contract amendment.
10. Subcontracts: The contractor shall function as the prime contractor for the term of this contract. The contractor shall manage the performance of and be responsible for all work performed by the subcontractor(s). The contractor shall be entitled to make use of its own staff and such subcontractor(s) as are mutually acceptable to the contractor and the Department. All subcontractor(s) specifically identified in the contract are considered to be acceptable to the Department. Any change in subcontractor(s) must be approved in advance by the Department. All subcontractors are governed by and must adhere to all provisions of this contract.

The contractor, its subcontractors and their employees shall be responsible in the performance of the work under this contract for exercising the degree of skill and care required by customarily accepted good professional practices and procedures. Any costs for failure to meet the forgoing standards, or otherwise defective service which requires the service to be redone, shall be borne by the contractor and not the Department.

The subcontractors shall be experts in their respective disciplines. Subcontractors shall have extensive experience in their area of expertise, with particular emphasis on prior experience on similar programs or projects that clearly illustrate their expertise in areas essential to the Department.

The subcontractors can include organizations not part of the original team. In some cases, the Department, or the contractor, may determine that the level of expertise or the services required are beyond those provided by the contractor or its routine subcontractors. The Department may specifically designate a subcontractor by name or will request the contractor to identify a suitable subcontractor based upon requirements established by the

Department. In all cases, the contractor will be required to establish all necessary contractual relationships with all subcontractors and properly reimburse all subcontractors for services performed.

The technical performance of the subcontractor will be monitored by the contractor to the extent required by the Department.

The contractor's responsibilities shall include, but not be limited to:

- a. Working directly with and reporting to the contract manager on contract status, work assignments, and progress;
- b. Coordinating subcontractor accessibility to Department staff;
- c. Scheduling and assigning specific tasks;
- d. Ensuring projects and products are completed and submitted to the contract manager by established deadlines;
- e. Submitting of monthly progress reports pursuant to the reporting requirements of this contract.
- f. Preparing annual reports summarizing all activities of the contract for that year and a final contract report summarizing all activities conducted under the contract;
- g. Providing accounting services for invoice payments; and
- h. Paying approved subcontractor invoices.

11. Accounting Records and Audits: The contractor shall maintain financial records, in accordance with generally accepted accounting principles, of expenditures incurred during the course of the project, including matching funds that may be required. Such records shall be readily available for inspection by the Department.

The contractor agrees that the Department, the State Controller's Office and the State Auditor General's Office or designated representatives shall have an absolute right of access to all of the contractor's records pertaining to the contract to conduct reviews and/or audits. Contractor's records pertaining to the RFP, contract, or any part thereof requested, shall be made available to the designated auditor(s) upon request for the indicated review and/or audits. Such records shall be retained for at least three years after expiration of the contract or until completion of the action and resolution of all issues which may arise as a result of any litigation, claim negotiation or audit, whichever is later.

12. Discretionary Termination of Contract: Immediately upon receiving a written notice to stop work, the contractor shall cease all work under this contract. The Department shall have the right to terminate this contract at its sole discretion at any time upon five (5) days written notice to the contractor. In the case of early termination, a final payment will be made to the contractor upon receipt of a financial report and invoices covering costs incurred to termination, and a written report describing all work performed by the contractor to date of termination.
13. Disputes: The contractor is hereby advised of its duties, obligations and rights under Public Contract Code Sections 10355 through 10412. In the event of a dispute, the contractor may, in addition to any other remedies which may be available, provide written notice of the particulars of such dispute to Darryl Young, Director, Department of Conservation, 801 K Street, MS 24-01, Sacramento, CA 95814. Such written notice must contain the contract number. Within ten days of receipt of such notice, the Director shall advise the contractor of his findings and recommend a means of resolving the dispute.

14. Publicity and Acknowledgment: The contractor agrees that it will acknowledge the California Department of Conservation support whenever projects funded, in whole or in part, by this contract are publicized in any news media, brochures, articles, seminars or other type of promotional material. The contractor shall also include in any publication resulting from work performed under this contract an acknowledgment substantially as follows:

"The work upon which this publication is based, was performed pursuant to a contract with the Department of Conservation."

The contractor shall place the following notice, preceding the text, on draft reports, on the final report, and on any other publication or report resulting from work performed under this agreement.

Disclaimer

"The statements and conclusions of this report are those of the contractor (and subcontractor (s)) and not necessarily those of the Department of Conservation, its employees, or the State of California. The State makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text."

15. Ownership of Drawings, Plans and Specifications: The state shall have separate and independent ownership of all drawings, design plans, specifications, notebooks, ~~tracing~~ tracings, photographs, negatives, audio and video productions, films, recordings, original artwork, productions, reports, findings, recommendations, data and memoranda of every description or any part thereof, prepared under this contract, and the originals and all copies thereof shall be delivered to the Department upon request. The Department shall have the full right to use said originals and copies in any manner when and where it may determine without any claim on the part of the contractor, its vendors or subcontractors to additional compensation.
16. Copyright and Trademarks: The contractor agrees to establish for the Department good title in all material which is subject to copyright and trademark laws developed as a result of this contract. Such title shall include exclusive copyrights and trademarks in the name of the State of California.

As used herein, "material subject to copyright" includes all materials which may be subject to copyright laws as noted in Title 17, United States Code, Section 102, as follows: 1) literary works, 2) musical works, 3) accompanying music, 4) pantomimes and choreographic, 5) pictorial, graphic and sculptural works, 6) motion pictures and other audio visual works and 7) sound recordings. As used herein, "material subject to trademark" means any material which may be registered as a trademark, service mark or trade name under the California Trademark Law, cited at Business and Professions Code (B&PC) Section 14200-14342. "Trademark" is defined by B&PC Section 14207. "Service Mark" is defined by B&PC Section 14206. "Trade Name" is defined by B&PC Section 14208. Contractor agrees to apply for and register all copyrights and trademarks, as here above defined, in the name of the State of California, for all materials developed pursuant to this contract which may be applicable for copyright under the law or for which a trademark may be registered. Failure to comply with this article when such failure results in the loss of the exclusive right of the Department to use, publish or disseminate such materials, when such failure and result occur during the term of the contract, constitutes breach of contract.

17. Nondiscrimination Clause:

- a. During the performance of this contract, the Department, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulation of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full.
- b. The contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or comparable agreement.
- c. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
- d. The contractor shall acknowledge its agreement to the terms of this nondiscrimination clause by signing the attached "Statement of Compliance."
- e. By signing this contract, the contractor hereby certifies under penalty of perjury under the laws of the State of California that the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 2. Establish a Drug-Free Awareness Program as required by government Code Section 8355(b) to inform employees about all of the following:
 - a. the dangers of drug abuse in the workplace;
 - b. the person's or organization's policy of maintaining a drug-free workplace;
 - c. any available counseling, rehabilitation and employee assistance programs; and,
 - d. penalties that may be imposed upon employees for drug abuse violations.
 3. Provide, as required by Government Code Section 8355(c), that every employee who works on the contract:
 - a. will receive a copy of the company's drug-free policy statement; and,
 - b. will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension on payments under the contract or termination of the contract or both and the contractor may be ineligible for award of any future State contracts if the Department determines any of the following has occurred: (1) the contractor has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

18. Contract Revisions: The contractor must obtain prior written approval from the contract manager before making changes to the contract. All requests must include a description of the proposed change and the reasons for the change.
19. Budget Revisions: The budget of this contract may be revised from one budget item to another up to 30 percent of the contract amount per year, without increasing the total amount of the contract, and without changing the scope of the work. Revisions will be in writing, without formal amendment, as directed by the contract manager.
20. Payment: The Department shall reimburse the contractor for performing only those services as specified in the Part 1 - Guidelines and other similar tasks, when these tasks are identified in subsequently issued work authorizations. Payment to the contractor shall be made in arrears, not more frequently than monthly, upon receipt of a detailed invoice, as specified herein. Except for media purchases, production expenses, and purchases (e.g. premiums, etc.), payments as pre-determined in the work authorizations, the Department shall withhold payment equal to 10 percent of each invoice until all work, to the satisfaction of the Department, is completed. The 10 percent withheld shall be paid at the end of each contract term (12 months) upon the approval of the contract manager. An exception can be made with the approval of the Director.
21. Reporting Requirements: Failure to comply with the reporting requirements specified below may result in termination of this contract or suspension of any or all outstanding payment requests until such time as the contractor has satisfactorily completed the reporting provisions.
 - a. Progress Reports

The contractor shall submit to the contract manager a progress report by the 10th day of each month following the reporting period. The progress report shall be in such detail as to define the actual work performed by the contractor as specified in the Scope of Work and subsequently issued work authorizations.

The progress report shall include:

 - 1) Work status and specific work progress;
 - 2) Percent of completion of each task.
 - 3) If appropriate, difficulties encountered during the reporting period and remedial action taken; and
 - 4) Any proposed changes of personnel assigned to the project.
 - b. Final Report

Not less than thirty (30) days prior to the contract termination date or within thirty 30 days after the expenditure of all funds in the contract, whichever occurs first, the contractor shall submit five copies of a draft version final report, using a format prescribed by the contract manager. Review comments shall be prepared and transmitted by the Department to the contractor within seven (7) days of receipt of the draft final report. Within ten (10) days of receipt of the Department's comments, the contractor shall submit to the contract manager one camera-ready original plus 10 copies of the final report. Pursuant to Government Code section 7550, the contractor shall include, on a separate page, in any document or written report prepared pursuant to this contract, the dollar amounts of the contract and all subcontracts relating to the preparation of the document or written report. The Department reserves the right to use and reproduce all reports and data produced and delivered pursuant to this contract, and reserves the right to authorize others to use or reproduce such materials.
22. Discharge of Contract Obligations: The contractor's obligations under this contract shall be deemed discharged only upon acceptance of the final report by the Department. If requested, the contractor shall make an oral presentation to the Department. In the event the contractor is a public agency, the governing body shall accept the final report prior to its submission to the Department.

23. Contractors National Labor Relations Board Certification: The contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal court which orders the contractor to comply with an order of the National Labor Relations Board.
24. Travel: For purposes of payment, contractor's headquarters shall be designated in the city where the contractor's office is located. Travel outside the State of California shall not be reimbursed without prior written authorization of the contract manager or unless otherwise expressly so provided in the terms of this contract. Contractors traveling from another state to the State of California will be reimbursed according to the prevailing rates for State of California employees.
- a. When invoicing travel-related expenses, the contractor shall use a formally printed invoice or letterhead, and shall sign and date the claim prior to submitting to the Department for payment.
 - b. For travel necessary to the performance of this contract, the contractor shall be reimbursed as follows:
 - 1. Travel by common carrier, airline coach class or equivalent, in accordance with receipts or vouchers verifying expenditure.
 - 2. Travel by private or contractor-owned automobile up to 31 cents per mile. However, if travel by common carrier is more economical than by automobile, the rate for the common carrier will be reimbursed.
 - 3. Travel by private car to and from the common carrier will be reimbursed up to 31 cents per mile.
 - 4. Travel by rental car, if less expensive than taxi service. Receipts must be attached to contractor's invoice. Contractor should note that insurance coverage is not reimbursable.
 - c. Per diem rates apply to travel more than 25 miles away from contractor's headquarters and are reimbursable as follows:
 - 1. Date and time of departure and return must be indicated in order to establish appropriate per diem rates. Place where the travel originates must also be stated.
 - 2. Reimbursement will be paid for lodging, up to \$84.00 per night plus tax for approved out-of-town travel. Lodging will be reimbursed up to \$110.00 per night plus tax in the counties of Alameda, Santa Clara, San Francisco and San Mateo. Lodging receipts must be submitted for reimbursement.
 - 3. For less than a 24-hour period immediately following a 24-hour period, reimbursement may be made as follows: breakfast, \$6.00; lunch, \$10.00, and dinner, \$18.00. Travel must begin at or prior to 6:00 a.m. and terminate at or after 9:00 a.m. to qualify for breakfast reimbursement. Lunch may be claimed if travel begins at or prior to 11:00 a.m. and terminates at or after 2:00 p.m. Dinner may be claimed if travel begins at or prior to 4:00 p.m. and terminates at or after 7:00 p.m. For travel consisting of a total of fewer than 24 hours, there is no reimbursement for lunch or incidentals; reimbursement for breakfast and dinner follows the above rules.
 - 4. Incidental expenses may be reimbursed without receipts up to \$6.00. Expenses exceeding \$6.00 must be itemized with the receipts attached to contractor's invoice. Incidental expenses include the following:

- a. phone calls (include name and number called);
 - b. toll charges and parking fees;
 - c. reproduction; and
 - d. postage.
- d. For out-of-state travel, contractor may be reimbursed actual lodging, supported by receipts, and meals and incidentals up to \$40.00 for each 24 hour period under the same conditions as for in-state travel. Out-of-state rates are as follows: breakfast, \$6.00; lunch, \$10.00; dinner, \$18.00; incidentals, \$6.00.
- e. Travel expenditures not listed herein cannot be reimbursed.

25. Invoicing: All invoices shall be prepared and submitted as directed below:

- a. The original and three copies of each invoice shall be submitted to:

Attn: Outreach Services/Linda Wiech
 Department of Conservation
 MS 24-07
 801 K Street
 Sacramento, CA 95814

- b. Each copy shall be printed on the contractor's company letterhead and shall state the contract number. At least one copy shall bear the contractor's (or authorized designee's) original signature. Supporting documentation (receipt's, canceled checks, etc.) required by the contract shall be attached to each copy. All invoices shall be assigned invoice numbers.
- c. The invoice shall be signed by the person who signed the contract or his/her designee. In order for the Department to accept a designee's signature a "Letter of Authorization" or comparable document must be on file with the Department, stating the designee's right to sign invoices in lieu of the original contractor's signature. If there is a question as to the authority of the signatory which cannot be resolved to the satisfaction of the Department or other reviewing State agency, the invoice will not be honored.
- d. A proof of purchase receipt or canceled check for each item requested to be reimbursed shall be retained on file by the contractor in accordance with the Accounting and Auditing provisions of this contract and need not be submitted in order for the contractor to be reimbursed. Travel related expenses claimed on an invoice shall always be accompanied by supporting documentation when submitted for reimbursement. In addition, the contractor shall submit any supporting documentation the contract manager or other State official reviewing the contract deems necessary. All supporting documentation shall be legible and contain sufficient information to establish that the purchase in question was made.
 - 1. For newspaper, magazine or other publication advertising, the contractor will be required to submit to the State actual publication billing as well as "tear sheets" as proof of performance.
 - 2. Any contractor using outdoor advertising will also be required to provide the State with actual original invoices from the participating outdoor company. Copies provided by the contractor will not be acceptable. A location list and map will be required before the State will give its final acceptance to the use of this medium.
 - 3. It is the responsibility of the contractor to provide the State with the necessary documentation. No invoices may be altered in any form. A full disclosure of each invoice is required.
- f. Only those items and rates found in approved work authorizations are eligible for reimbursement. Any changes to the budget must be approved by the contract

manager before an expenditure for that item can be made. All payments shall be based on the contractor's invoices, itemized in accordance with the rates, detailed in the contract's work authorizations.

- g. The contractor shall submit no more than one invoice per calendar month per work authorization, in arrears. Any exception to this limitation shall require contract manager approval in advance of submitting the invoice for reimbursement.
- h. No payment shall be made to the contractor in advance of services rendered.
- i. Payments shall be made to contractor only upon evidence of satisfactory progress and approval by the contract manager. Such evidence shall consist of written progress reports drafted by the contractor and submitted to the contract manager on a monthly basis pursuant to the reporting provisions of this contract and accompanied by any required deliverables.

Each invoice is subject to the contract manager's approval, department management review, and audit by the Department's accounting office. Undisputed invoices require approximately five weeks for payment.

26. Work Authorizations: Each work authorization issued subsequent to this contract and identified as part of this contract shall be considered part of the original contract. It is understood and agreed to both parties to this contract that all the terms and conditions shall remain in force with the inclusion of any work authorization. A work authorization shall in no way constitute an independent contract, other than as provided pursuant to this contract, nor in any way amends or supersedes any other provisions of this contract.

For each item of work, the contract manager shall prepare a work authorization or direct the contractor to prepare and submit a work authorization for review and approval by the Department. Each work authorization shall consist of a detailed statement of purpose, objective or goals to be undertaken by the contractor, the technology area, identification of the contractor and subcontractor team, identification of all significant materials to be developed and delivered by the contractor to the Department, identification of the materials to be furnished by the Department to the contractor, an estimated time schedule, and the contractor's estimated person hours, billing rates, and total cost of the work authorization.

Included in each work authorization shall be costs, if any, incurred by the contractor for monitoring and reviewing subcontractor work and performing related bookkeeping and invoicing work.

All work authorizations shall be in writing and approved by the Department prior to beginning any work.

VII. ATTACHMENTS

- 1 Cover Sheet
- 2 Small Business Preference/State Contractor Identification Number
- 3 Noncollusion Statement
- 4 Nondiscrimination Compliance Statement
- 5 Travel Allowances and Reimbursements
- 6 Budget Form
- 7 Disabled Veteran Business Enterprise Participation Summary
- 8 Documentation of Good Faith Effort
- 9 Drug-Free Workplace Certification
- 10 Market Research Component
- 11 Focus Group Recycling Creative Test (L & J Research, January 1998)
- 12 California's Beverage Container Recycling & Litter Reduction Program Fact Sheet
(Department of Conservation, April 1998)
- 13 California Beverage Container Recycling & Litter Reduction Act

COVER SHEET

Department of Conservation
Division of Recycling

Submit six (6) copies of the proposal each with original signatures to:

**OUTREACH SERVICES
DO NOT OPEN UNTIL
Wednesday, August 23, 2000, 5 p.m. PST
RFP 4000-500
Department of Conservation
Public Affairs Office MS 24-07
801 K Street
Sacramento, CA 95814**

LATE PROPOSALS WILL NOT BE ACCEPTED

The submission of this proposal does not obligate the State to fund the proposed program nor to execute the hypothetical workplan. If the proposal is approved for funding, a contract will be executed between the State of California and the proposer. When funding is authorized by the Department, the proposer will be expected to adhere to the terms of the executed contract.

(Please print or type)

1. Full Legal name of Proposer's
Company/Organization _____
2. Mailing
Address: _____

Street

City/County

Zip Code

Telephone

FAX
3. Federal Taxpayer
Identification Number: _____
4. Status of Contractor Proposing to do business (*Check which apply*)
A. () **Individual**

If a sole proprietorship, state the true name of sole proprietor:

- B. () **General Partnership**
 () **Limited Partnership**
 () **Limited Liability Partnership**

If a partnership, list each partner, including limited partners stating their true name (s) and their interest in the partnership:

5. Status of Contractor Proposing to do business (*continued*)

- C. ☐ **Corporation**
☐ **Limited Liability Corporation**

Place and date of incorporation: _____

Date Corporation was authorized to do business in California: _____

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Other Officers (Executive Officer): _____

6. Is the proposer claiming preference as a small business as defined in Title 2, California State Administrative Code, Section 1896, et seq.?

☐ Yes ☐ No

7. Is proposer claiming to be certified Disabled Veteran as outlined in Attachment 7 of this RFP?

☐ Yes ☐ No

8. **Certification:**

I hereby certify that the information reported in this proposal is, to the best of my knowledge, complete and accurate; that the proposing agency named has authorized me, as its representative, to submit this proposal; and that the proposal and cost information is valid for 90 days from the date of submission.

Signature

Date

Printed Name and Title of Authorized Representative

**STATE OF CALIFORNIA
SMALL BUSINESS PREFERENCE/
STATE CONTRACTOR IDENTIFICATION NUMBER**

Attachment 2

Section 14835, et. seq. of the California Government Code requires that a five (5) percent preference be given to bidders who qualify as a small business. The rules and regulations of this law including the definition of a small business for the delivery of service, are contained in Title 2, California Code of Regulations, Section 1896, et. Seq. A copy of the regulations is available upon request.

To claim small business preference, which may not exceed \$50,000.00 for any bid, your firm must:

1. Have its principle place of business located in California,
2. Have a complete application (*including proof of annual receipts*) on file with the State Office of Small Business Certification and Resources (OSBCR) by 5:00 p.m. on the date bids are opened,
3. Be verified by such office, and
4. Include a copy of its Office of Small Business Certification and Resources (OSBCR) small business certification approval letter in the bid/proposal package.

Questions regarding the preference approval process should be directed to the Office of Small Business Certification and Resources at (916) 322-7122.

Please indicate if you are claiming preference as a small business:

Yes

No

*(if yes, attach copy of Small
Business Certification Approval Letter)*

Small Business Number
(for bidders claiming small business preference)

Federal Employer ID Number or Taxpayer ID Number (*Social Security No.*)

Authorized Signature

Date

Company/Organization: _____

Address: _____
Street City/County Zip Code Telephone FAX

**STATE OF CALIFORNIA
NONCOLLUSION STATEMENT**

ATTACHMENT 3

(please print or type)

I, _____ ,

representing, _____ ,

do hereby certify that neither myself nor any other person representing the above named firm has made any attempt verbally or otherwise to induce any person or firm to not submit, a proposal for the purpose of restricting competition which may result in a contract award by the Department of Conservation..

Authorized Signature

Date

Printed Name and Title

INCLUDE ATTACHMENT 4, NONDISCRIMINATION COMPLIANCE STATEMENT

STATE OF CALIFORNIA
TRAVEL ALLOWANCES AND REIMBURSEMENTS

Attachment 5

For purposes of payment, contractor's headquarters shall be designated in the city where the contractor's office is located. Travel outside the State of California shall not be reimbursed without prior written authorization of the contract manager or unless otherwise expressly so provided in the terms of this contract. Contractors traveling from another state to the State of California will be reimbursed according to the prevailing rates for State of California employees.

- A. When invoicing travel-related expenses, the contractor shall use a formally printed invoice or letterhead, and shall sign and date the claim prior to submitting to the Department for payment.
- B. For travel necessary to the performance of this contract, the contractor shall be reimbursed as follows:
 - 1. Travel by common carrier, airline coach class or equivalent, in accordance with receipts or vouchers verifying expenditure.
 - 2. Travel by private or contractor-owned automobile up to 31 cents per mile. However, if travel by common carrier is more economical than by automobile, the rate for the common carrier will be reimbursed.
 - 3. Travel by private car to and from the common carrier will be reimbursed up to 31 cents per mile.
 - 4. Travel by rental car, if less expensive than taxi service. Receipts must be attached to contractor's invoice. Contractor should note that insurance coverage is not reimbursable.
- C. Per diem rates apply to travel more than 25 miles away from contractor's headquarters and are reimbursable as follows:
 - 1. Date and time of departure and return must be indicated in order to establish appropriate per diem rates. Place where the travel originates must also be stated.
 - 2. Reimbursement will be paid for lodging, up to \$84.00 per night plus tax for approved out-of-town travel. Lodging will be reimbursed up to \$110.00 per night plus tax in the counties of Alameda, Santa Clara, San Francisco and San Mateo. Lodging receipts must be submitted for reimbursement.
 - 3. For less than a 24-hour period immediately following a 24-hour period, reimbursement may be made as follows: breakfast, \$6.00; lunch, \$10.00, and dinner, \$18.00. Travel must begin at or prior to 6:00 a.m. and terminate at or after 9:00 a.m. to qualify for breakfast reimbursement. Lunch may be claimed if travel begins at or prior to 11:00 a.m. and terminates at or after 2:00 p.m. Dinner may be claimed if travel begins at or prior to 4:00 p.m. and terminates at or after 7:00 p.m. For travel consisting of a total of fewer than 24 hours, there is no reimbursement for lunch or incidentals; reimbursement for breakfast and dinner follows the above rules.
 - 4. Incidental expenses may be reimbursed without receipts up to \$6.00. Expenses exceeding \$6.00 must be itemized with the receipts attached to contractor's invoice. Incidental expenses include the following:
 - a. Phone calls (include name and number called);
 - b. Toll charges and parking fees;
 - c. Reproduction; and
 - d. Postage.
- D. For out-of-state travel, contractor may be reimbursed actual lodging, supported by receipts, and meals and incidentals up to \$40.00 for each 24 hour period under the same conditions as for in-state travel. Out-of-state rates are as follows: breakfast, \$6.00; lunch, \$10.00; dinner; \$18.00; incidentals, \$6.00.
- E. Travel expenditures not listed herein cannot be reimbursed.

Budget Form

	<i>Out of Pocket Reimbursement Expenses</i>	<i>Subcontractor(s) Hourly Rates, Commissions and Fees</i>	<i>Proposer's Hourly Rates, Commissions and Fees</i>	<i>Total</i>
A. BUDGET BREAKDOWNS				
1. Cooperative Management and Development	\$ _____	\$ _____	\$ _____	\$ _____
2. Advertising	\$ _____	\$ _____	\$ _____	\$ _____
3. Research	\$ _____	\$ _____	\$ _____	\$ _____
4. Public Relations	\$ _____	\$ _____	\$ _____	\$ _____
5. Collateral	\$ _____	\$ _____	\$ _____	\$ _____
6. Miscellaneous	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL:				\$ _____

**NOT TO EXCEED
\$10,000,000**

B. BASIS FOR EXPENSES

Hourly rates and fees for professional skills must be broken out; out-of-pocket expenditures or reimbursable costs must be shown for each task. Estimate account administrative costs (these costs include telephone, postage, travel, shipping, research, etc.) and include in Miscellaneous. The total cost of all tasks (including travel) cannot exceed **\$10,000,000**

The intent is that the proposer demonstrate that the above price is appropriate and realistic.

STATE OF CALIFORNIA
**DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION SUMMARY**
STD 840 (REV. 3/98)

DEPARTMENT C
OFFICE OF SMA

ATT,

Contract Number: _____ Contractor Name: _____ Contract Amount: \$ _____

COMPANY NAME	NATURE OF WORK	CONTRACTING WITH	T
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**DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION SUMMARY**

**ATTACHMENT 7
Page 2**

INSTRUCTIONS

This form must be completed whether the contract goals are achieved or a "Good Faith Effort" (State Administrative Manual, Section 1266) is made and documented. If no participation is obtained, state "N/A" or "None". Full and partial goal achievement should be reported.

- Company Name** List the name of the company proposed for the disabled veteran business enterprise (DVBE) participation. If the prime contractor is a DVBE, the name **MUST** be listed for participation.
- Nature of Work** Identify the type of work that will be performed by the prime contractor or subcontractor.
- Contracting With** Identify the name of the department or company with which the company listed is contracting.
- Tier** The contracting should be indicated with the following level designations:
- 0 = Prime or Joint Contractor
 - 1 = Prime Subcontractor/Supplier
 - 2 = Subcontractor/Supplier of the Level 1 Prime Subcontractor/Supplier
 - 3 = Subcontractor/Supplier of the Level 2 Subcontractor/Supplier, etc.
- Claimed DVBE Value** The dollar amount and percentage of the value claimed by a DVBE.
- NOTE:** For those submitting this documentation in response to a (sealed) low cost bid proposal, the bidder may indicate **only** the percentage amount.
- Certification** In order to obtain DVBE participation credit, the firm must be formally certified by the Office of Small and Minority Business. Indicate "yes" if the certification has been included for each firm listed for participation.

DOCUMENTATION OF GOOD FAITH EFFORT ATTACHMENT 8

Contract Number:_____ **Contractor Name:**_____

MANDATORY: If your bid does not meet the 3% Disabled Veteran-Owned Business Enterprise Participation Goals, this attachment must be **fully completed**. (*Attach additional sheets if necessary*)

A. Organization Contacts.

List below the contacts made in an effort to identify potential DVBEs for participation in this contract. Include dates, times (*if known*), contact names and phone numbers.

1. The Department of Conservation

2. State Office of Small and Minority Business

3. Other state and federal agencies

4. Disabled Veteran-Owned Business Enterprise (DVBE) organizations

5. Other

B. Advertising

List the trade papers or other papers focusing on DVBEs in which you advertised for participation in this contract. Include the dates of advertisement.

C. Potential DVBEs solicited (*Attach copies of solicitations*)

D. DVBEs considered

List DVBEs that you considered for participation in this contract. If your efforts identified DVBEs that you did not select for participation, state the reasons they were not selected.

INCLUDE ATTACHMENT 9, DRUG FREE WORK PLACE